

ROBINSON TOWNSHIP, WASHINGTON COUNTY LOGO DESIGN CONTEST

ABBREVIATED RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE AN ENTRANT'S CHANCES OF WINNING. VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW. CONTEST IS OPEN ONLY TO PARENTS AND THEIR CHILDREN WHO ARE IN GRADES 9-12 AT FORT CHERRY JR./SR. HIGH SCHOOL. EMPLOYEES (AND THEIR IMMEDIATE FAMILIES AND HOUSEHOLD MEMBERS) OF SPONSOR, ANY ENTITIES RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE CONTEST OR SUPPLYING THE PRIZES, OR ANY OF THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATED AND SUCCESSOR COMPANIES, ARE NOT ELIGIBLE TO ENTER THE CONTEST OR WIN A PRIZE. SEE OFFICIAL RULES AT **WWW.ROBINSONPA.GOV** FOR ELIGIBILITY/RESTRICTIONS/LIMITATIONS/PRIZE DESCRIPTIONS AND COMPLETE DETAILS.

SPONSOR(S): ROBINSON TOWNSHIP, WASHINGTON COUNTY

ROBINSON TOWNSHIP, WASHINGTON COUNTY LOGO DESIGN CONTEST OFFICIAL RULES

1. **Contest Overview.** The ROBINSON TOWNSHIP, WASHINGTON COUNTY LOGO DESIGN CONTEST (the “**Contest**”) is a contest that gives participants the opportunity to design a Logo for the township. To participate, the parents of a child who is in grade 9-12 at Fort Cherry Junior or Senior High School fully and unconditionally agree to and accept these Official Rules and the decisions of Robinson Township, Washington County (the “**Sponsor**”), which are final and binding in all matters related to the Contest. The award of a Prize is contingent upon complying with all conditions and fulfilling all requirements set forth herein. The Contest is void where prohibited or otherwise restricted by law and is subject to all applicable federal, state and local laws and regulations.

2. **Eligibility.** The Contest is open only to parents and their children who are in grades 9-12 at Fort Cherry Junior or Senior High School. An “**Entrant**” is a team of one (1) parent/legal guardian and one (1) child/legal ward of such parent/legal guardian. The Contest is void where prohibited or restricted by law and is subject to all applicable federal, state and local laws and regulations. Employees (and their immediate families and household members) of the Sponsor, any entities responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying a Prize, or any of their respective parents, subsidiaries, affiliated and successor companies, are not eligible to enter the Contest or win a Prize.

3. **Contest Period.** The Contest begins on September 1, 2016 at 12:01 a.m. Eastern Time (“ET”) and ends on October 31, 2016 at 11:59 p.m. ET (the “**Contest Period**”). Sponsor’s computer is the official time-keeping device for the Contest.

4. **How to Enter.** To participate in the Contest, Entrants must complete an official entry form (“**Entry Form**”) during the Contest Period. **CHILDREN SHOULD NOT COMPLETE THE ENTRY FORM. ONLY A PARENT OR LEGAL GUARDIAN SHOULD COMPLETE THE ENTRY FORM.** The Entry Form is available online at www.robinsonpa.gov

(“**Contest Site**”) and from your child’s teacher at Fort Cherry Junior or Senior High School. Entry Forms must be submitted along with a theme that represents the meaning of Robinson Township and a logo design (“**Logo**”). The Entry Form and Logo can be submitted either (i) by handing it in to the main office at Fort Cherry Junior or Senior High School or (ii) by submitting it by email to robinsontownshipmanager@yahoo.com (the “**Contest Email**”). The Logo design must be in .jpg or .psd for (resolution of 300 dpi) and as a .pdf file. Only Entrants who have submitted a completed Entry Form and a Logo and complied with all of the submission guidelines (below) during the Contest Period, will be eligible to win a Prize. Completing these steps during the Contest Period and complying with these Official Rules will generate one (1) “Entry” into the Contest. **LIMIT: ONE (1) ENTRY PER ENTRANT.**

5. **Logo Guidelines.** Logo design should be dynamic, unique, creative, and incorporate the meaning of Robinson Township as you see it. Logo cannot have been previously been published, entered in any contest, or won any award. Logo must not contain material that:

- Disparages any person, the Sponsor, or any other entity affiliated with sponsoring, promoting or administering this Contest;
- Violates or infringes another’s rights, including but not limited to privacy, publicity or intellectual property rights, or constitutes copyright or trademark infringement;
- Includes brand names or trademarks, other than Sponsor’s trademarks, logos and designs for which the Entrant has a limited license to use for the sole purpose of submitting a creation into this Contest;
- Includes photos, videos, artwork, writing, or music not created by the Entrant;
- Is hateful, tortious, defamatory, slanderous, libelous, or obscene;
- Promotes bigotry, racism, sexism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age; or
- Is unlawful, in violation of or contrary to the laws or regulations in any state, province, territory or country where the essay is created.

6. Logos will not be acknowledged or returned. In the event of a dispute as to the ownership of a Logo submitted through the Contest Email, the authorized account holder of the email address used to submit an entry will be deemed to be the Entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Any attempt by any Entrant to submit more than one Logo during the Contest Period by using multiple/different email addresses, identities, registrations, logins, or any other methods will void that Entrant’s Logo and that Entrant will be disqualified. By submitting a Logo, the Entrant agrees that the Logo adheres to the content guidelines and that Sponsor’s judges, in their sole discretion, may remove and/or disqualify an entrant from the Contest if the judges believe that a Logo fails to conform to the content guidelines in any way.

7. **Additional Conditions of Participation.** Each Entrant agrees to be bound by these Official Rules and the decisions of the Sponsor’s Contest judges, whose decisions are final and binding. In addition, each Entrant represents and warrants that all information contained in his/her Entry Form is true and accurate. The Sponsor is not responsible for any printing errors in these Official Rules, on the Entry Form or otherwise in any materials available at the Contest Site. By

completing an Entry Form, Entrants grant to Sponsor, their agents and others working on their behalf the right to use the Entrant's name, city and state of residence, biographical information, voices, pictures and likenesses, for advertising and marketing purposes, including on the Contest Site, without additional compensation, unless otherwise prohibited by law. Unless an Entrant otherwise opts out, Sponsor and its designees may use the Entrant's physical and/or e-mail address to contact the Entrant regarding Sponsor's services and other offers and/or contests. All Entry Forms and Logos submitted become the property of Sponsor. Entrants agree that Sponsor may publish their Logo and name(s) and may use both for advertising campaigns and/or marketing materials in the future. Entrants assign all ownership rights, including all intellectual property rights to the Logo, to Robinson Township, Washington County. Additionally, Sponsor may alter, modify, revise or choose not to use the Logo as it sees necessary to achieve the goals of the Sponsor. The winning Logo, as modified or revised, may be used to represent Robinson Township, Washington County for official business purposes, at its option, and, if so, will be reproduced, and used publically at the pleasure of the Township Board of Supervisors. Sponsor shall not be responsible for lost, late, misidentified or misdirected Entry Forms, or telecommunication or computer hardware or software performance, errors, delays or failures. If, for any reason, the fairness or integrity of the Contest becomes compromised, or the Sponsor's administration or fulfillment of the Contest becomes impracticable, Sponsor reserves the right to terminate or modify the Contest, and to disqualify any individual who tampers with the registration or the administration of the Contest.

8. **Prizes and Odds.** Three (3) Prize winners will be selected and each Prize winner will receive the following prize (collectively, the “**Prize**”):

- a. 3rd place - \$50.00 Visa Gift Card
- b. 2nd place - \$75.00 Visa Gift Card
- c. 1st place - \$175.00 Visa Gift Card

9. **Selection of Winners.** All Logos will be viewed and voted on by the public at the Township Meeting on November 14, 2016. Logos will be judged on uniqueness, creativity, and ability to incorporate the meaning of Robinson Limit one (1) Prize per Entrant.

10. **Winner Notification.** Potential winners will be notified by telephone and email at the phone number and email address provided in the Entry Form. Sponsor will make three (3) phone call attempts to the potential winner within a period of three (3) business days and will leave no messages. Sponsor may require the potential Prize winner to execute an affidavit of eligibility, publicity release (except where prohibited), liability waiver and/or IRS Form W-9 (if required by IRS regulations) (collectively, “**Affidavit**”) prior to the delivery of any Prize. If Sponsor fails to reach the potential winner by phone or receive a response to the email or if the Prize winner is found to be ineligible, or fails to execute the Affidavit or other documentation required by Sponsor, the Sponsor may consider such potential Prize winner to have forfeited the Prize, and another Prize winner may be selected if time allows. All Prizes and winner benefits will be fulfilled within thirty days of the winner's complete response to notification, including eligibility and address verification and return of the Affidavit. Sponsor makes no warranties with regard to the Prizes. Prizes are not transferable and the winner has no right of substitution (in cash or otherwise).

Sponsor reserves the right to substitute a Prize of equal or greater value in the event of unavailability. Proper identification will be required. THE POTENTIAL PRIZE WINNERS ARE NOT THE PRIZE WINNERS OF THE CONTEST UNLESS AND UNTIL THEIR ELIGIBILITY AND COMPLIANCE WITH THE OFFICIAL RULES HAS BEEN VERIFIED.

11. **Official Rules and Winner's List.** To obtain a copy of these Official Rules or a list of Prize winners, send a self-addressed, stamped envelope to the Sponsor at the address listed below. Requests must be received within two (2) weeks of the close of the Contest Period.

12. **Sponsor.** The Sponsor of this Contest is Robinson Township, Washington County, 8400 Noblestown Road, McDonald, Pennsylvania, 15057.

13. **Disclaimers, Dispute Resolution and Limitations of Liability.** Each Entrant hereby releases, and agrees to defend, indemnify and hold harmless the Sponsor, Fort Cherry Junior/Senior High School, those working on their behalf and their affiliated companies, and each of their respective officers, directors, representatives, employees, agents, successors and assigns (the "**Released Parties**") from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to or arise in connection with participation in this Contest (regardless of the cause of such injury, damage or loss) or the awarding, acceptance, use or misuse of any Prize. Any and all disputes, claims, and causes of action arising out of or in connection with this Contest shall be resolved individually, without resort to any form of class action. If circumstances beyond the Released Parties' reasonable control prevent a prize from being awarded as intended (e.g., labor dispute, strike, lock-out, inclement weather, or similar occurrence) or in the event that circumstances corrupt the integrity or proper operation of the Contest, this Contest may be modified, cancelled or suspended, in whole or in part, in the sole discretion of the Released Parties. In the event of cancellation, the Prizes may be awarded from among all eligible, non-suspect entries received prior to the event requiring such cancellation. False or deceptive entries or acts will render the Entrant ineligible. The Released Parties reserve the right in their sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules of this or any other Contest or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, the Released Parties reserve the right to seek damages from any such person to the fullest extent permitted by law. Any failure the Released Parties to enforce any term of these Official Rules shall not constitute a waiver of that provision. This Contest shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, regardless of conflicts of laws principles. Any action or litigation concerning this Contest shall take place exclusively in the federal or state courts sitting in Washington County, Pennsylvania, and each Entrant expressly consents to the jurisdiction of and venue in such courts and waives all defenses of lack of jurisdiction and inconvenient forum with respect to such courts. ANY CLAIMS, JUDGMENTS AND/OR AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS ASSOCIATED WITH ENTERING THIS CONTEST (IF ANY). PARTICIPANT HEREBY WAIVES ANY RIGHTS OR CLAIMS TO ATTORNEY'S FEES, INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF PARTICIPANT, WHETHER FORESEEABLE OR NOT AND WHETHER BASED ON NEGLIGENCE OR OTHERWISE. THE RELEASED PARTIES ARE NOT RESPONSIBLE

FOR: (1) ANY INCORRECT OR INACCURATE INFORMATION, WHETHER CAUSED BY PARTICIPANTS, PRINTING ERRORS OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE CONTEST; (2) UNAUTHORIZED HUMAN INTERVENTION IN ANY PART OF THE ENTRY PROCESS OR THE CONTEST; (3) TECHNICAL FAILURES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO ERRORS ON THE SITES OR MALFUNCTIONS, INTERRUPTIONS, OR DISCONNECTIONS IN NETWORK CONNECTIONS, HARDWARE OR SOFTWARE; (4) TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR THE PROCESSING OF ENTRIES; OR (5) ANY INJURY OR DAMAGE TO PERSONS OR PROPERTY WHICH MAY BE CAUSED, DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART, FROM PARTICIPANT'S PARTICIPATION IN THE CONTEST OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IF FOR ANY REASON A PARTICIPANT'S ENTRY IS CONFIRMED TO HAVE BEEN ERRONEOUSLY DELETED, LOST, OR OTHERWISE DESTROYED OR CORRUPTED, PARTICIPANT'S SOLE REMEDY IS ANOTHER ENTRY IN THE CONTEST IF POSSIBLE.